

EXHIBIT 1

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

PACIFIC GATEWAY CONCESSIONS LLC, a California limited liability company; and DOES 1 through 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

CHRISTOPHER HUFFMAN, individually, and on behalf of other members of the general public similarly situated;

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

SAN MATEO COUNTY

JAN 18 2019

Clerk of the Superior Court

By  DEPUTY CLERK

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California

County of San Mateo, Hall of Justice Courthouse
400 County Center, 1st Floor, Room A, Redwood City, CA 94063

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

CASE NUMBER:
(Número del Caso):

19CV00412

DATE: JAN 18 2019
(Fecha)

NEAL TANIGUCHI

Clerk, by
(Secretario)Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010))



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): **PACIFIC GATEWAY CONCESSIONS LLC**

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

- ☒ other (specify): **LLC**
- ☒ by personal delivery on (date): **3-7-19**

19 - CIV - 00412
SUM
Summons Issued / Filed
1605776





SUPERIOR COURT OF SAN MATEO COUNTY
 Civil Department
 400 County Center, Redwood City, CA 94063
 (650) 261-5100
 www.sanmateocourt.org

FILED
SAN MATEO COUNTY

JAN 18 2019

Clerk of the Superior Court

By DEPUTY CLERK

<p>CHRISTOPHER HUFFMAN Plaintiff (s)</p> <p>vs.</p> <p>PACIFIC GATEWAY CONCESSIONS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY Defendant (s)</p>	<p>Notice of Complex Case Status Conference</p> <p>Case No.: 19-CIV-00412</p> <p>19-CIV-00412 NCCSC Notice of Complex Case Status Conference 1605780</p> <p>Date: 3/6/2019 Time: 9:00 AM Dept. PJ</p>
<p>Title: CHRISTOPHER HUFFMAN VS. PACIFIC GATEWAY CONCESSIONS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ET AL</p>	

You are hereby given notice of your Complex Case Status Conference. The date, time and department have been written above. At this conference, the Presiding Judge will decide whether this action is a complex case within the meaning of California Rules Court ("CRC"), Rule 3.400, subdivision (a) and whether it should be assigned to a single judge for all purposes.

- In accordance with applicable **San Mateo County Local Rule 2.30**, you are hereby ordered to:
 - Serve** copies of this notice, your Civil Case Cover Sheet, and your Certificate Re: Complex Case Designation on all named parties in this action no later than service of your first appearance pleadings.
 - Give reason notice** of the Complex Case Status Conference to all named parties in this action, even if they have not yet made a first appearance or been formally served with the documents listed in subdivision (a). Such notice shall be given in the same manner as required for an ex parte application pursuant to CRC 3.1203.
- If you fail to follow the orders above, you are ordered to show cause why you should not be sanctioned. The Order to Show Cause hearing will be at the same time as the Complex Cause Status Conference. Sanctions may include monetary, evidentiary or issue sanctions as well as striking pleadings and/or dismissal.
- An action is provisionally a complex case if it involves one or more of the following types of claims: (1) antitrust or trade regulation claims; (2) construction defect claims involving many parties or structures; (3) securities claims or investment losses involving many parties; (4) environmental or toxic tort claims involving many parties; (5) claims involving massive torts; (6) claims involving class actions; or (7) insurance coverage claims arising out of any of the claims listed in subdivisions (1) through (6). The Court shall treat a provisionally complex action as a complex case until the Presiding Judge has the opportunities to decide whether the action meets the definition in CRC 3.400(a).
- Any party who files either a Civil Case Cover Sheet (pursuant to CRC 3.401) or counter or joinder Civil Case Cover Sheet (pursuant to CRC 3.402, subdivision (b) or (c)), designating an action as a complex case in Items 1,2 and/or 5, must also file an accompanying Certificate Re: Complex Case Designation in the form prescribed by the Court. The certificate must include supporting information showing a reasonable basis for the complex case designation being sought. Such supporting information may include, without limitation, a brief description of the following factors as they pertain to the particular action: (1) management of a large number of separately represented parties; (2) complexity of anticipated factual and/or legal issues; (3) numerous pretrial motions that will be time-consuming to resolve; (4) management of a large number of witnesses or a substantial amount of documentary evidence; (5) coordination with related actions pending in one or more courts in other counties,

states or countries or in a federal court; (6) whether or not certification of a putative class action will in fact be pursued; and (7) substantial post-judgment judicial supervision.

For further information regarding case management policies and procedures, see the court website at www.sanmateocourt.org

* Telephone appearances at Complex Case Status Conference are available by contacting CourtCall, LLC, and independent vendor, at least 5 business days prior to the scheduled conference.

CLERK'S CERTIFICATE OF MAILING

I hereby certify that I am the clerk of this court, not a party of this cause; that I served a copy of this notice on the below date, by placing a copy thereof in separate sealed envelopes addressed to the address shown by the records of this court as set forth above, and by then sealing said envelopes and depositing same, with postage fully pre-paid thereon, in the United States Mail at Red wood City, California.

Date: 1/18/2019

Neal I. Taniguchi,
Court Executive Officer/Clerk

By: _____

Antonio Geronimo,
Deputy Clerk

Copies mailed to:

EDWIN AIWAZIAN
410 WEST ARDEN AVENUE
SUITE 203
GLENDALE CA 91203

19 - CIV - 00412
 NCMC
 Notice of Case Management Conference
 1605777



NOTICE OF CASE MANAGEMENT CONFERENCE

Christopher Huffman

Case No: 19CIV00412

FILED
SAN MATEO COUNTY

vs. Pacific Gateway Concessions, LLC

Date: MAY 22 2019

JAN 18 2019

Time 9:00 a.m.

Clerk of the Superior Court
 By [Signature] Dept. 11
 DEPUTY CLERK

—on Tuesday & Thursday
 —on Wednesday & Friday

You are hereby given notice of your Case Management Conference. The date, time and department have been written above.

1. In accordance with applicable California Rules of the Court and local Rules 2.3(d)1-4 and 2.3(m), you are hereby ordered to:

- a) Serve all named defendants and file proofs of service on those defendants with the court within 60-days of filing the complaint (CRC 201.7).
- b) Serve a copy of this notice, Case Management Statement and ADR Information Sheet on all named parties in this action.
- c) File and serve a completed Case Management Statement at least 15-days before the Case Management Conference [CRC 212(g)]. Failure to do so may result in monetary sanctions.
- d) Meet and confer, in person or by telephone, to consider each of the issues identified in CRC 212(f) no later than 30-days before the date set for the Case Management Conference.

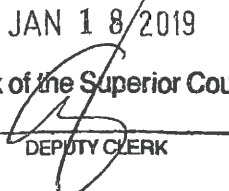
2. If you fail to follow the orders above, you are ordered to show cause why you should not be sanctioned. The Order to Show Cause hearing will be at the same time as the Case Management Conference hearing. Sanctions may include monetary, evidentiary or issue sanctions as well as striking pleadings and/or dismissal.

3. Continuances of Case Management Conferences are highly disfavored unless good cause is shown.
4. Parties may proceed to an appropriate dispute resolution process ("ADR") by filing a Stipulation to ADR and Proposed Order (see attached form). If plaintiff files a Stipulation to ADR and Proposed Order electing to proceed to judicial arbitration, the Case Management Conference will be taken off the court calendar and the case will be referred to the Arbitration Administrator. If plaintiffs and defendants file a completed stipulation to another ADR process (e.g., mediation) 10-days prior to the first scheduled Case Management Conference, the Case Management Conference will be continued for 90-days to allow parties time to complete their ADR session. The court will notify parties of their new Case Management Conference date.
5. If you have filed a default or a judgment has been entered, your case is not automatically taken off Case Management Conference Calendar. If "Does", "Roes," etc. are named in your complaint, they must be dismissed in order to close the case. If any party is in bankruptcy, the case is stayed only as to that named party.
6. You are further ordered to appear in person* (or through your attorney of record) at the Case Management Conference noticed above. You must be thoroughly familiar with the case and fully authorized to proceed.
7. The Case Management judge will issue orders at the conclusion of the conference that may include:
 - a) Referring parties to voluntary ADR and setting an ADR completion date;
 - b) Dismissing or severing claims or parties;
 - c) Setting a trial date.
8. The Case Management judge may be the trial judge in this case.

For further information regarding case management policies and procedures, see the court's website at: www.sanmateocourt.org

*Telephonic appearances at case management conferences are available by contacting CourtCall, LLC, an independent vendor, at least five business days prior to the scheduled conference (see attached CourtCall information).

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin Aiwazian, SBN 232943 LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, CA 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: ATTORNEY FOR (Name): Plaintiff Christopher Huffman		FOR COURT USE ONLY FILED SAN MATEO COUNTY JAN 18/2019 Clerk of the Superior Court By  DEPUTY CLERK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF: San Mateo STREET ADDRESS: 400 County Center MAILING ADDRESS: CITY AND ZIP CODE: Redwood City BRANCH NAME: Hall of Justice Courthouse		
CASE NAME: Huffman vs. Pacific Gateway Concessions LLC		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
CASE NUMBER: 19CIV00412		JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input checked="" type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|
2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 10
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 18, 2019

Edwin Aiwazian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

FILE BY FAX

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
SAN MATEO COUNTY

JAN 18 2019

Clerk of the Superior Court

By DEPUTY CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN MATEO**

CHRISTOPHER HUFFMAN, individually,
 and on behalf of other members of the
 general public similarly situated;

Plaintiff,

vs.

PACIFIC GATEWAY CONCESSIONS
 LLC, a California limited liability company;
 and DOES I through 100, inclusive,

Defendants.

Case No.: **19CIV00412**

**CLASS ACTION COMPLAINT FOR
 DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

19 - CIV - 00412
 CMP
 Complaint
 1605774



LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203

FILE BY FAX

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

COMES NOW, Plaintiff CHRISTOPHER HUFFMAN ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of San Mateo. At all relevant times, Defendant maintained its headquarters/"nerve center" within the State of California, County of San Mateo.

PARTIES

5. Plaintiff CHRISTOPHER HUFFMAN is an individual residing in the State of California.

6. Defendant PACIFIC GATEWAY CONCESSIONS LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Mateo.

///

///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 7. At all relevant times, Defendant PACIFIC GATEWAY CONCESSIONS LLC
2 was the “employer” of Plaintiff within the meaning of all applicable California laws and
3 statutes.

4 8. At all times herein relevant, Defendants PACIFIC GATEWAY CONCESSIONS
5 LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers,
6 joint employers, representatives, servants, employees, successors-in-interest, co-conspirators
7 and/or assigns, each of the other, and at all times relevant hereto were acting within the course
8 and scope of their authority as such agents, partners, joint venturers, joint employers,
9 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
10 omissions alleged herein were duly committed with the ratification, knowledge, permission,
11 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

12 9. The true names and capacities, whether corporate, associate, individual or
13 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue
14 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
15 information and belief alleges, that each of the defendants designated as a DOE is legally
16 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
17 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
18 Plaintiff will seek leave of court to amend this Complaint to show the true names and
19 capacities when the same have been ascertained.

20 10. Defendant PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through
21 100 will hereinafter collectively be referred to as “Defendants.”

22 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
23 affected the working conditions, wages, working hours, and conditions of employment of
24 Plaintiff and the other class members so as to make each of said Defendants employers liable
25 under the statutory provisions set forth herein.

26 ///

27 ///

28 ///

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

- 1 members to work during meal and/or rest periods without compensation;
- 2 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
- 3 other class members for all hours worked;
- 4 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
- 5 class members within the required time upon their discharge or
- 6 resignation;
- 7 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
- 8 the other class members during their employment;
- 9 h. Whether Defendants complied with wage reporting as required by the
- 10 California Labor Code; including, *inter alia*, section 226;
- 11 i. Whether Defendants kept complete and accurate payroll records as
- 12 required by the California Labor Code, including, *inter alia*, section
- 13 1174(d);
- 14 j. Whether Defendants failed to reimburse Plaintiff and the other class
- 15 members for necessary business-related expenses and costs;
- 16 k. Whether Defendants' conduct was willful or reckless;
- 17 l. Whether Defendants engaged in unfair business practices in violation of
- 18 California Business & Professions Code section 17200, et seq.;
- 19 m. The appropriate amount of damages, restitution, and/or monetary
- 20 penalties resulting from Defendants' violation of California law; and
- 21 n. Whether Plaintiff and the other class members are entitled to
- 22 compensatory damages pursuant to the California Labor Code.

23 GENERAL ALLEGATIONS

24 17. At all relevant times set forth herein, Defendants employed Plaintiff and other

25 persons as hourly-paid or non-exempt employees within the State of California, including the

26 County of San Mateo.

27 ///

28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
2 exempt employee, from approximately October 2013 to approximately November 2016, in the
3 State of California.

4 19. Defendants hired Plaintiff and the other class members, classified them as
5 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
6 missed meal periods and/or rest breaks.

7 20. Defendants had the authority to hire and terminate Plaintiff and the other class
8 members, to set work rules and conditions governing Plaintiff's and the other class members'
9 employment, and to supervise their daily employment activities.

10 21. Defendants exercised sufficient authority over the terms and conditions of
11 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
12 and the other class members.

13 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
14 class members.

15 23. Defendants continue to employ hourly-paid or non-exempt employees within the
16 State of California.

17 24. Plaintiff and the other class members worked over eight (8) hours in a day,
18 and/or forty (40) hours in a week during their employment with Defendants.

19 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
21 employees within the State of California. This pattern and practice involved, *inter alia*, failing
22 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
23 breaks in violation of California law.

24 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 certain wages for overtime compensation and that they were not receiving accurate overtime
27 compensation for all overtime hours worked.

28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them during their employment. Plaintiff and the other class members did

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 not receive payment of all wages, including overtime and minimum wages and meal and rest
2 period premiums, within any time permissible under California Labor Code section 204.

3 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members were entitled to receive
5 complete and accurate wage statements in accordance with California law, but, in fact, they did
6 not receive complete and accurate wage statements from Defendants. The deficiencies
7 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
8 other class members.

9 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Defendants had to keep complete and accurate payroll records
11 for Plaintiff and the other class members in accordance with California law, but, in fact, did
12 not keep complete and accurate payroll records.

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to
15 reimbursement for necessary business-related expenses.

16 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that they had a duty to compensate Plaintiff and the other class
18 members pursuant to California law, and that Defendants had the financial ability to pay such
19 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
20 represented to Plaintiff and the other class members that they were properly denied wages, all
21 in order to increase Defendants' profits.

22 37. During the relevant time period, Defendants failed to pay overtime wages to
23 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
24 class members were required to work more than eight (8) hours per day and/or forty (40) hours
25 per week without overtime compensation for all overtime hours worked.

26 38. During the relevant time period, Defendants failed to provide all requisite
27 uninterrupted meal and rest periods to Plaintiff and the other class members.

28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

39. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

40. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

41. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

42. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

43. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

44. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

45. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

46. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)

47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 46, and each and every part thereof with the same force and effect as though fully set forth herein.

48. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 rate of pay, depending on the number of hours worked by the person on a daily or weekly
2 basis.

3 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
4 were required to pay Plaintiff and the other class members employed by Defendants, and
5 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
6 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
7 than forty (40) hours in a workweek.

8 50. The applicable IWC Wage Order further provides that Defendants are and were
9 required to pay Plaintiff and the other class members overtime compensation at a rate of two
10 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

11 51. California Labor Code section 510 codifies the right to overtime compensation
12 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
13 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
14 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
15 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
16 of work.

17 52. During the relevant time period, Plaintiff and the other class members worked in
18 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

19 53. During the relevant time period, Defendants intentionally and willfully failed to
20 pay overtime wages owed to Plaintiff and the other class members.

21 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
22 balance of overtime compensation, as required by California laws, violates the provisions of
23 California Labor Code sections 510 and 1198, and is therefore unlawful.

24 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
25 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
26 attorneys' fees.

27 ///

28 ///

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)

56. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

57. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

58. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

59. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

60. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

61. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
2 minutes and/or rest period.

3 62. During the relevant time period, Plaintiff and the other class members who were
4 scheduled to work for a period of time in excess of six (6) hours were required to work for
5 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
6 (30) minutes and/or rest period.

7 63. During the relevant time period, Defendants intentionally and willfully required
8 Plaintiff and the other class members to work during meal periods and failed to compensate
9 Plaintiff and the other class members the full meal period premium for work performed during
10 meal periods.

11 64. During the relevant time period, Defendants failed to pay Plaintiff and the other
12 class members the full meal period premium due pursuant to California Labor Code section
13 226.7.

14 65. Defendants' conduct violates applicable IWC Wage Order and California Labor
15 Code sections 226.7 and 512(a).

16 66. Pursuant to applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
18 additional hour of pay at the employee's regular rate of compensation for each work day that
19 the meal or rest period is not provided.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226.7)**

22 **(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)**

23 67. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 66, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 68. At all times herein set forth, the applicable IWC Wage Order and California
27 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
28 employment by Defendants.

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

71. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

72. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

73. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

74. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

75. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

///

///

///

///

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

78. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

79. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

80. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

///

///

///

///

FIFTH CAUSE OF ACTION**(Violation of California Labor Code §§ 201 and 202)****(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)**

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

85. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

86. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

87. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

///

SIXTH CAUSE OF ACTION**(Violation of California Labor Code § 204)****(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)**

88. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 87, and each and every part thereof with the same force and effect as though fully set forth herein.

89. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

90. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

91. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

92. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

93. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

///

///

///

///

///

SEVENTH CAUSE OF ACTION**(Violation of California Labor Code § 226(a))****(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)**

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

96. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

97. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

///

III

104. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

105. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)

106. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

107. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

108. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

110. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

///

///

///

TENTH CAUSE OF ACTION**(Violation of California Business & Professions Code §§ 17200, et seq.)****(Against PACIFIC GATEWAY CONCESSIONS LLC and DOES 1 through 100)**

111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

113. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

114. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

115. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

116. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

117. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(c);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due; and

6 22. For such other and further relief as the Court may deem just and proper.

7 As to the Fourth Cause of Action

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
10 Plaintiff and the other class members;

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
14 for Plaintiff and the other class members in the amount as may be established according to
15 proof at trial;

16 26. For pre-judgment interest on any unpaid compensation from the date such
17 amounts were due;

18 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 1194(a);

20 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

21 29. For such other and further relief as the Court may deem just and proper.

22 As to the Fifth Cause of Action

23 30. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
25 time of termination of the employment of Plaintiff and the other class members no longer
26 employed by Defendants;

27 31. For all actual, consequential, and incidental losses and damages, according to
28 proof;

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 1174(d);

2 45. For actual, consequential and incidental losses and damages, according to proof;

3 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

4 47. For such other and further relief as the Court may deem just and proper.

5 As to the Ninth Cause of Action

6 48. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
8 class members for all necessary business-related expenses as required by California Labor
9 Code sections 2800 and 2802;

10 49. For actual, consequential and incidental losses and damages, according to proof;

11 50. For the imposition of civil penalties and/or statutory penalties;

12 51. For reasonable attorneys' fees and costs of suit incurred herein; and

13 52. For such other and further relief as the Court may deem just and proper.

14 As to the Tenth Cause of Action

15 53. That the Court decree, adjudge and decree that Defendants violated California
16 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
17 other class members all overtime compensation due to them, failing to provide all meal and
18 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
19 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
20 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
21 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

22 54. For restitution of unpaid wages to Plaintiff and all the other class members and
23 all pre-judgment interest from the day such amounts were due and payable;

24 55. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violation of California Business and Professions Code sections
27 17200, et seq.;

28 ///

1 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5;

3 57. For injunctive relief to ensure compliance with this section, pursuant to
4 California Business and Professions Code sections 17200, et seq.; and

5 58. For such other and further relief as the Court may deem just and proper.

6 Dated: January 16, 2019.

LAWYERS for JUSTICE, PC

7
8 By: 

9 Edwin Arwazian
10 Attorneys for Plaintiff
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

ENDORSED FILED
SAN MATEO COUNTY

MAR 29 2019

Clerk of the Superior Court
By MIRNA P. RIVERA-MARTINEZ
DEPUTY CLERK.

KYLE L. SCHRINER (State Bar No. 215853)
SCHRINER LAW FIRM, PC
2140 Shattuck Ave., Suite 1105
Berkeley, CA 94704
Telephone: (415) 321-4924
Facsimile: (415) 520-6450
Email: kyle@schrinerlaw.com

Attorney for Defendant
PACIFIC GATEWAY CONCESSIONS LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

CHRISTOPHER HUFFMAN, individually,
and on behalf of other members of the
general public similarly situated,

Plaintiff,

v.

PACIFIC GATEWAY CONCESSIONS LLC,
a California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. 19-CIV-00412

**ANSWER OF DEFENDANT PACIFIC
GATEWAY CONCESSIONS LLC TO
PLAINTIFF'S COMPLAINT**

Pacific Gateway Concessions LLC ("Defendant") responds to the unverified
complaint of Christopher Huffman ("Plaintiff") as follows.

GENERAL DENIAL

Pursuant to California Code of Civil Procedure section 431.30(d), Defendant denies
generally the material allegations of the complaint.

///

FILE BY FAX

AFFIRMATIVE DEFENSES

As a separate and further response to the complaint, Defendant alleges as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

1. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, fail to state facts sufficient to constitute a cause of action.

SECOND AFFIRMATIVE DEFENSE

(Statutes of Limitations)

2. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred in whole or in part by the applicable statute of limitations including, without limitation, California Code of Civil Procedure sections 337, 338, 339, 340, and 343, California Business and Professions Code section 17208, and California Labor Code section 203.

THIRD AFFIRMATIVE DEFENSE

(Collective Bargaining Agreement)

3. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred in whole or in part because Plaintiff and proposed class members worked under a qualifying collective bargaining agreement or agreements.

FOURTH AFFIRMATIVE DEFENSE

(Federal Preemption)

4. The complaint, and/or causes of action asserted therein, are preempted by section 301 of the Labor Management Relations Act, 29 U.S.C. § 185, because Plaintiff and proposed class members worked under a qualifying collective bargaining agreement or agreements.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Grievance Procedures and Arbitration)

5. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred in whole or in part because Plaintiff and proposed class members did not follow the processes and steps required by their applicable collective bargaining agreement(s), including mandatory internal grievance resolution procedures and binding arbitration.

SIXTH AFFIRMATIVE DEFENSE

(Settlement or Release)

6. The complaint, and/or causes of action asserted therein, are barred to the extent they are subject to prior settlement or release agreements.

SEVENTH AFFIRMATIVE DEFENSE

(Waiver)

7. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred in whole or in part because of their waiver of alleged claims.

EIGHTH AFFIRMATIVE DEFENSE

(Consent)

8. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred in whole or in part because of their consent to alleged acts or omissions.

NINTH AFFIRMATIVE DEFENSE

(Estoppel)

9. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred in whole or in part by the doctrine of estoppel.

/ / /

/ / /

1 TENTH AFFIRMATIVE DEFENSE

2 (Laches)

3 10. The complaint, and/or causes of action asserted therein by Plaintiff or on
4 behalf of proposed class members, are barred in whole or in part because of their
5 unreasonable delay to Defendant's prejudice.

6 ELEVENTH AFFIRMATIVE DEFENSE

7 (Unclean Hands)

8 11. The complaint, and/or causes of action asserted therein by Plaintiff or on
9 behalf of proposed class members, are barred in whole or in part because of their unclean
10 hands or inequitable or wrongful conduct.

11 TWELFTH AFFIRMATIVE DEFENSE

12 (De Minimis)

13 12. The complaint, and/or causes of action asserted therein by Plaintiff or on
14 behalf of proposed class members, are barred in whole or in part by the *de minimis*
15 doctrine.

16 THIRTEENTH AFFIRMATIVE DEFENSE

17 (Lack of Knowledge)

18 13. The complaint, and/or causes of action asserted therein by Plaintiff or on
19 behalf of proposed class members, are barred with respect to time allegedly worked of
20 which Defendant lacked actual or constructive knowledge.

21 FOURTEENTH AFFIRMATIVE DEFENSE

22 (Good Faith and No Willful Violation)

23 14. The complaint, and/or causes of action asserted or relief or penalties
24 demanded therein by Plaintiff or on behalf of proposed class members, are barred in whole
25 or in part because Defendant's actions were reasonable and in good faith, and Defendant
26 did not willfully, knowingly, or intentionally fail to comply with law.

27 / / /

28 / / /

FIFTEENTH AFFIRMATIVE DEFENSE

(Substantial Compliance)

15. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred in whole or in part because Defendant complied with its statutory obligations, and to the extent there was any non-compliance, Defendant substantially complied with its obligations.

SIXTEENTH AFFIRMATIVE DEFENSE

(Acts of Others)

16. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred to the extent alleged injuries and damages were caused by the acts or omissions of Plaintiff, class members, or third parties, and not by Defendant.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Failure to Follow Directions)

17. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred to the extent their alleged injuries and damages arise from their own failures to follow Defendant's instructions and comply with Defendant's work-time recording and/or other lawful and reasonable policies and requirements.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Breach of Duty)

18. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred by virtue of their own breaches of duties owed to Defendant under California Labor Code sections 2854, 2856-59.

NINETEENTH AFFIRMATIVE DEFENSE

(Avoidable Consequences)

19. The complaint, and/or causes of action asserted therein by Plaintiff or on behalf of proposed class members, are barred, or recovery thereupon is reduced, to the

1 extent that: (a) Defendant took reasonable steps to prevent and/or correct the conduct
2 alleged in the complaint; (b) Plaintiff and/or proposed class members unreasonably failed to
3 use available preventive and corrective measures; and (c) reasonable use thereof would
4 have prevented at least some of the alleged harm.

5 TWENTIETH AFFIRMATIVE DEFENSE

6 (Failure to Mitigate)

7 20. The complaint, and/or causes of action asserted therein by Plaintiff or on
8 behalf of proposed class members, are barred, or recovery thereupon is reduced, to the
9 extent they have failed to exercise reasonable efforts to mitigate their alleged damages.

10 TWENTY-FIRST AFFIRMATIVE DEFENSE

11 (Setoff and Recoupment)

12 21. Defendant is entitled to offset against any judgment all overpayments to or
13 other obligations owing by Plaintiff or any proposed class member to Defendant.

14 TWENTY-SECOND AFFIRMATIVE DEFENSE

15 (Waiting Time Penalties)

16 22. The complaint fails to state a cause of action for statutory waiting time
17 penalties to the extent it concerns proposed class members who remained employed by
18 Defendant by the time this action was filed.

19 TWENTY-THIRD AFFIRMATIVE DEFENSE

20 (Lack of Standing)

21 23. The complaint, and/or causes of action asserted therein by Plaintiff or on
22 behalf of proposed class members, are barred to the extent Plaintiff and/or class members
23 lack standing to pursue them.

24 TWENTY-FOURTH AFFIRMATIVE DEFENSE

25 (No UCL Remedy)

26 24. The complaint fails to state a cause of action under California Business and
27 Professions Code sections 17200, *et seq.* (the "UCL"), because Plaintiff and proposed
28 class members are entitled to no remedy available thereunder.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Adequate Remedy at Law)

25. Plaintiff and/or proposed class members are not entitled to equitable relief, for they have adequate remedies at law.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Lack of Numerosity)

26. The complaint fails to the extent it asserts a class action because the class Plaintiff would represent lacks sufficient numerosity.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Uncertainty)

27. The complaint fails to the extent it asserts a class action because the definitions of the proposed class are ambiguous and/or overly broad.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Lack of Commonality or Typicality)

28. The complaint fails to the extent it asserts a class action because Plaintiff's alleged claims are neither common to nor typical of those, if any, of the proposed class.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Not Similarly Situated)

29. The complaint fails to the extent it asserts a class action because Plaintiff's alleged claims are not appropriate for collective action treatment, as Plaintiff is not similarly situated to or representative of members of the proposed class.

THIRTIETH AFFIRMATIVE DEFENSE

(Inadequate Class Representative)

30. The complaint fails to the extent it asserts a class action because Plaintiff will not fairly and adequately represent the proposed class.

/ / /

/ / /

/ / /

1 THIRTY-FIRST AFFIRMATIVE DEFENSE

2 (Lack of Superiority)

3 31. The complaint fails to the extent it asserts a class action because the
4 proposed class action fails to satisfy the superiority requirement.

5 THIRTY-SECOND AFFIRMATIVE DEFENSE

6 (No Ascertainable Class)

7 32. The complaint fails to the extent it asserts a class action because the
8 proposed class is not ascertainable; no well-defined community of interest exists among
9 the proposed class members.

10 THIRTY-THIRD AFFIRMATIVE DEFENSE

11 (Individual Questions Predominate)

12 33. The complaint fails to the extent it asserts a class action because individual
13 questions of law and/or fact predominate with respect to members of the proposed class,
14 and the Plaintiff's claims and Defendant's defenses relating thereto, and accordingly are
15 not appropriate for class treatment.

16 THIRTY-FOURTH AFFIRMATIVE DEFENSE

17 (Violation of Due Process)

18 34. Certification of a class, and prosecution of a representative action under the
19 UCL, as applied to the facts and circumstances of this case, would constitute a denial of
20 Defendant's due process rights in violation of the Fourteenth Amendment to the United
21 States Constitution and the California Constitution.

22 / / /

23
24 / / /

25
26 / / /

27
28 / / /


1 WHEREFORE, Defendant prays:

- 2 1. That Plaintiff take nothing by way of his complaint;
- 3 2. That judgment be entered in favor of Defendant;
- 4 3. That Defendant be granted costs of suit, including reasonable attorneys' fees
- 5 to the extent permitted by contract or law; and
- 6 4. For such other and further relief as the Court deems just and proper.
- 7

8 Dated: March 29, 2019

SCHRINER LAW FIRM, PC

9

10 

11 By: Kyle L. Schriener

12 Attorney for Defendant PACIFIC

13 GATEWAY CONCESSIONS LLC

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

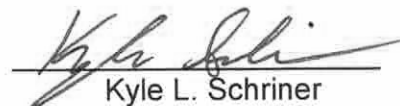
On March 29, 2019, I served the foregoing document(s) described as
**ANSWER OF DEFENDANT PACIFIC GATEWAY CONCESSIONS LLC TO PLAINTIFF'S
COMPLAINT** on the interested party/parties in this action as follows:

Edwin Aiwazian, Esq.
Lawyers for Justice, PC
410 West Arden Ave., Suite 203
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
Attorney for Plaintiff Christopher Huffman

☒ BY MAIL: By placing a true and correct copy of such document(s) enclosed in a sealed envelope addressed to the offices indicated above. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Berkeley, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on March 29, 2019 at Berkeley, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Kyle L. Schriner